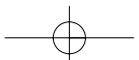




## **Home Insurance Statement of Cover**

Please keep this safely for future reference



## Guidance when making a claim

### Claim notification

Conditions that apply to the policy and in the event of a claim are set out in your policy booklet. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements.

Directions for claim notification are included under claims conditions. Please be aware that events that may give rise to a claim under the insurance must be notified as soon as reasonably possible although there are some situations where immediate notice is required. Further guidance is contained in the policy booklet.

Claims conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address, and your home and mobile telephone numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Police details where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair

Sometimes we may wish to meet with you to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

#### Preferred suppliers

We take pride in the claims service we offer to our customers. Our philosophy is, where possible, to repair or replace lost or damaged property or vehicles and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where we can offer repair or replacement through a preferred supplier but, on request, we agree to pay our customer a cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier.

## Complaints procedure

### Our commitment to customer service

*At Royal & SunAlliance, we are committed to going the extra mile for our customers and wherever possible, exceeding their expectations.*

If you believe that we have not delivered the service you expected or you are concerned about any aspect of the service we have provided, then please let us know, preferably through your usual sales and service contact point.

If you are unsure how to contact your sales and service point please contact our Customer Relations Team. Details of which follow.

We promise to:

- Fully investigate your complaint
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Learn from our mistakes
- Use the information from your complaint to proactively improve our service in the future.

We aim to resolve your concerns within 24 hours. Experience tells us that most difficulties can be sorted within this time.

In the unlikely event that your concerns have not been resolved within this time, we will issue a letter acknowledging your complaint, letting you know the reasons why and we will continue to keep you well informed of the further actions we will be taking to reach a suitable conclusion.

If you continue to be unhappy with our proposed course of action, you can progress your complaint with our Customer Relations Team who will conduct a separate investigation and full review, that will be concluded by us issuing a final response letter.

#### How to contact us

Customer Relations can be contacted by:

Write: Customer Relations Office  
Royal & SunAlliance  
Bowling Mill  
Dean Clough Industrial Park  
Halifax  
HX3 5WA

Telephone: 0800 107 6160  
Fax: 01422 325146  
Email: [halifax.customerrelationsoffice@uk.royalsun.com](mailto:halifax.customerrelationsoffice@uk.royalsun.com)

## Complaints procedure

### Our commitment to customer service

#### If you are still not happy

If you are still not satisfied after the review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, Royal & SunAlliance are regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service and you can refer your complaint to them.

They can be contacted at:  
Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Telephone: 0845 080 1800  
Email: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You must approach the Financial Ombudsman Service within 6 months of our final response to your complaint. We will remind you of the time limits in our final response.

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

#### Thank you for your feedback

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

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## Customer care programme

### Helpline services

Welcome to the Customer care programme which provides Helpline services for you and your family.

The telephone numbers of all these services are shown on the front of your schedule.

Whenever you need help, all you need to do is telephone the appropriate number then quote your policy number and tell us your problem. We will do the rest.

Apart from the cost of the phone call, these services are free of charge and you can use them as many times as you need to, while you are insured with us.

#### Emergency advice Helpline

Do you need help in an emergency?

If you are unfortunate enough to have an emergency, like storm damage to your roof or a burst pipe, and you need help fast, call us on our 24 hour special 'local call' number. We will provide you with the telephone number of a tradesperson and give you advice on what to do next.

If the emergency is a result of an incident which is also covered under a specific section of your policy, you may be able to claim for the rest of the costs under that section. To do this you must contact your Insurer on the claims advice line shown on your schedule.

#### Legal advice Helpline

In today's busy and complicated world you never know when you may have to defend or pursue legal action involving you or a member of your family. Whatever legal matter you need help and guidance with, simply call this free service which is available 24 hours a day and speak to an expert. You will need to quote the scheme number shown on the front of your schedule when using this Helpline.

#### Claim advice Helpline

If you have made a claim or wish to make enquiries about whether your claim will be covered, phone our claim advice Helpline (details on the front of your schedule). Your Insurer's friendly Claims Handlers will be pleased to help you. More details are given on pages 4 and 5.

#### General enquiries Helpline

If you wish to make enquiries about your policy this is the Helpline to use. A dedicated team of staff will be on hand to answer your questions.

## About your policy

### Understanding and using your policy

#### Introduction

This section 'About your policy' does not form part of the legal contract between you and us. It includes information which will help you to understand and use your policy.

Insurance policies can be difficult to understand, so we have tried to make this policy easy to read. We have still had to use some words which have a special meaning and these are listed and explained on the pages 'Words with special meanings' pages 7-10, 38 and 39.

From now on whenever a word with special meaning appears it will be printed in **bold type**.

#### Your policy and schedule

Your policy is made up of two parts:  
your schedule and this policy wording.

Your schedule shows **you** which sections of the policy wording apply to **you**, the various limits to the cover and **your** premium. Please keep it with **your** policy wording.

We will send **you** an updated schedule at renewal each year so **you** can check that the cover **you** have still meets **your** needs. If these needs change at any time please contact **us**, using the information at the front of **your** schedule, and tell **us** what changes **you** want. We will send **you** a new schedule whenever **you**, **we** or **your Insurers** make a change to this insurance.

The policy wording tells **you** exactly what is and is not covered, how **you** make a claim, how **your Insurer** will settle that claim and other important information. It is particularly important that **you** read **your** schedule as well as the 'Words with special meanings' and 'Policy exclusions' (page 14).

We want **you** to understand and be satisfied with **your** insurance so do make sure **you** are covered for the sort of things **you** think might happen.

Remember, no insurance covers everything. It is not a maintenance contract. **You** are responsible for making sure everything is kept in good condition. **You** must make sure that everything **you** want to be insured is covered for an amount which will allow it to be replaced at current prices.

#### How to make a complaint

We and **your Insurers** set ourselves high standards and try to provide the service we believe **our policyholders** have a right to expect. However, things can go wrong and if they do we want **you** to tell **us** about them.

Full details of who **you** can contact are shown on **your** schedule.

## About your policy

### How to make a claim

#### The support **you** need at the time **you** really need it

When an accident occurs in **your home**, what **you** need most of all is speedy, professional, practical help. That is exactly what **we** provide.

**We** believe that **we** should give as much help as possible to **our** customers to help them to cope with the problems that occur after an accident in the **home**.

*Ring the 24 hour Emergency advice helpline if an emergency happens* – such as a burglary, fire or burst pipe – after taking any initial action that may be necessary to protect **your home** and **your family**, for example turning off the gas, electricity and water supplies, **you** can get immediate help by telephoning **our** Emergency advice Helpline on the number shown on the front of **your** schedule. This will put **you** in contact with one of **our** emergency specialists who can arrange for an approved repairer, including plumbers, electricians, locksmiths, glaziers and builders to carry out emergency repairs.

*Ring the Claims advice line* – For loss or damage to any property covered under **your** policy. Please contact a customer service advisor on the advice line shown on the front of **your** schedule.

## About your policy

### How to make a Claim

*Check what **your** policy covers – **Your** policy does not cover the maintenance of **your home** or any of its **contents** – but it provides far more cover than **you** probably realise. To find out exactly what is and is not covered please look at **your** policy booklet and schedule noting particularly any Policy exclusions and Claims conditions. If an accident happens and **you** believe **you** are covered under **your** policy, or **you** simply want advice, please call **our** claims experts for assistance.*

Please do not dispose of any damaged items until **your Insurer** has the opportunity to inspect them.

#### Making a claim

*Q. How do I make a claim?*

*A.* The simplest way to tell **your Insurer** about any claim is to ring the Claims advice Helpline with the details. Alternatively, **you** can write giving as much information as possible. Both the number to ring and the address to write to are on the front of **your** schedule.

*Q. What extra information might I need to supply?*

*A.* The more information **you** provide at the beginning, the more likely **your Insurer** will be able to settle **your** claim immediately. Occasionally, it may be necessary for a claim form to be completed or for a suitable expert to be appointed. Any expert **your Insurer** appoints will contact **you** as quickly as possible to arrange an appointment to discuss **your** claim.

When **you** have a claim, that is when **you** need expert help. **Our** staff take pride in their service and will do all they can to help **you**.

## Policy information

### The insurance contract

This policy is a legal contract between **you** and **your Insurer**. The policy wording and schedule make one document and must be read together. Please keep them together.

The contract is based on information about **you, your family, home** and personal circumstances **you** gave **your Insurer** when **you** applied for this insurance or when **you** filled out **your** application form for this insurance.

**Your Insurer's** part of the contract is that **they** will provide the cover set out in this policy wording:

- for those sections which are shown on **your** policy schedule;
- for the **insurance period** set out on the same schedule.

**Your** part of the contract is:

- **you** must pay the premium for each **insurance period**;
- **you** must comply with all the conditions set out in this policy.

If **you** do not meet **your** part of the contract, **your Insurer** may turn down a claim or **you** may find that **you** do not have any cover.

The law of the United Kingdom allows **you** and **your Insurer** both to choose the law which will apply to this contract. However, unless it says differently anywhere else in the contract, the law which applies to this contract is:

- the law which applies to the part of the United Kingdom, Channel Islands or the Isle of Man in which **you** normally live; or
- the law of England and Wales if **you** do not normally live in the United Kingdom, the Channel Islands or the Isle of Man.

This policy has been issued by Royal & Sun Alliance Insurance plc.

## Policy information

### Words with special meanings

This part of the policy sets out the words which have a special meaning, each word is listed with the meaning explained below it.

There are other words with special meanings listed under the Legal expenses section (pages 38 and 39), **you** should also look at these. **Your** schedule will show **you** whether **you** have these sections insured under **your** policy.

---

#### Accidental damage

Visible damage which has not been caused on purpose.

---

#### Buildings

The **home**, fixtures and fittings, patios, terraces, footpaths, tennis courts, drives, walls, swimming pools, fences, gates and hedges.

**Buildings** does not include aerials and satellite receiving equipment.

---

#### Business equipment

Computer equipment, facsimile machines, photocopiers, typewriters, word processing equipment, fixed telecommunication equipment, business books, stationery and office equipment all owned by or the legal responsibility of **your family** and used in the running of **your** business.

**Business equipment** does not include business stock.

---

#### Contents

Household goods, **high risk items**, **personal belongings**, **business equipment** and **money** all owned by or the legal responsibility of any of **your family**.

Visitors' **personal belongings** in **your home**.

Fixtures and fittings which **your family** are responsible for as occupier and not owner of the **buildings** including aerials.

The most **your Insurer** will pay for any one claim for **high risk items**, **business equipment**, **money** and visitors' **personal belongings** is the limit shown on **your** schedule.

**Contents** does not include the following:

- motorised or mechanically propelled or assisted vehicles including children's vehicles whether licenced for use on public roads or not (other than garden machinery and motorised or electric wheelchairs), go-karts, boats, sailboards, surfboards, jet skis and other similar items which are water-borne, aircraft, gliders and hang gliders, caravans, trailers or any parts or accessories for any of these items;
- fixtures and fittings other than as occupier and not owner of the **buildings**;
- credit cards;
- animals;
- anything used for any trade, professional or business purposes other than **business equipment**.

## Policy information

### Words with special meanings

#### Credit cards

Credit, debit, charge, bankers or cash dispenser cards, all issued in the British Isles which belong to any of **your family**.

---

#### Emergency repairs

Any temporary or permanent work which is necessary to prevent **your home** being damaged and to make it safe and secure as a result of a **home emergency**.

---

#### Endorsement

A change **we** or **your Insurer** make to the policy, notified to **you** in writing by **us** or on **our** behalf.

---

#### Excess

The first part of any claim, for any incident, which **you** must pay. The amount is shown on **your** schedule. **You** must pay the **excess** for each separate incident even if **your Insurer** deals with more than one incident under the same claim. If claims are made under two or more covers for loss or damage resulting from the same cause at the same time, only one **excess** will be deducted from the total amount of the claim.

---

#### High risk items

Televisions, personal computers, audio and video equipment, photographic equipment, jewellery, items made from precious metal, clocks, watches, furs, paintings, works of art, stamp and coin collections.

---

#### Home

The place where **you** live, its garages and outbuildings all at the address shown on **your** schedule.

## Policy information

### Words with special meanings

#### Insurance period

The period to which the insurance applies. This is shown on **your** schedule. It also includes any further period which **you** pay for or agree to pay for, and for which we accept or agree to accept **your** premium.

#### Insurer/them/they

Royal & Sun Alliance Insurance plc. Registered in England and Wales, No. 93792. Registered office at St Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL. Authorised and regulated by the Financial Services Authority.

#### Money

Current bank notes and coins, cheques, electronic cash pre-payment cards, stamps which are not part of a stamp collection, savings certificates, gift tokens, postal and money orders, savings stamps, phone cards, parking vouchers and season tickets which belong to any of **your family**.

#### Our/us/we

Vernon Building Society, 19 St Petersgate, Stockport SK1 1HF.

#### Pedal cycles

Any **pedal cycle** which is not motorised and is owned by or the legal responsibility of any of **your family**.

#### Personal belongings

Valuables and **personal items** which are owned by or the legal responsibility of any of **your family**.

**Personal belongings** does not include the following:

- any motorised or mechanically propelled or assisted vehicles including children's vehicles whether licenced for public road use or not (other than garden machinery and motorised or electric wheelchairs), boats, sailboards, surfboards, jet skis and other similar items which are water-borne, aircraft, gliders and hang gliders, caravans, trailers, and any parts or accessories for any of these items;
- animals;
- **money, credit cards, securities** and documents of any kind;
- household goods and domestic equipment;
- anything used for any trade, professional or business purposes;
- china, glass, pottery or any items of a similar nature which are fragile;
- contact lenses;
- camping equipment.

## Policy information

### Words with special meanings

#### Personal items

Items which **your family** normally wear, use or carry in everyday life.

---

#### Policyholder/you/your

The person(s) named as **policyholder** on **your** schedule.

---

#### Securities

Any document or certificate which is proof of **money** owed to any of **your family**.

---

#### Unoccupied

When **your home** has not been lived in for more than 60 consecutive days.

---

#### You/your/policyholder

The person(s) named as **policyholder** on **your** schedule.

---

#### Your family

**You**, and any of the following people providing they normally live with **you**:

- **your** husband, wife or partner;
- children (including foster children);
- relatives;
- **your** domestic employees.

## Conditions and exclusions

### Policy conditions

These are the conditions of the insurance **you** will need to meet as **your** part of this contract.

#### Taking care

**Your family** must take all reasonable steps to prevent loss or damage to everything which is covered by this insurance and keep all the property insured in good condition and in good repair.

#### Changes in **your** circumstances

Using the address on the front of **your** schedule, **you** must write and tell **us** within 30 days as soon as **you** know:

- **you** are going to move **home** permanently;
- someone other than **your family** is going to live in **your home**;
- **your home** is going to be used for short periods each week or as a holiday home;
- **your home** is going to be **unoccupied** for more than 60 consecutive days;
- work is to be done on **your home** which is not routine repair, maintenance or decoration;
- the number of bedrooms in **your home** has changed;
- the type of job **you**, **your** husband or wife or partner does, is going to change;
- **you** or any member of **your family** has any conviction or any prosecution pending for any offence;

*There is no need to tell **us** about parking or speeding offences or any offences which are spent under the Rehabilitation of Offenders Act 1974.*

- **you** or any member of **your family** has received any formal police caution in the last 5 years;

*There is no need to tell **us** about police cautions for parking or speeding offences.*

- any part of **your home** is going to be used for any trade, professional or business purposes.

*There is no need to tell **us** about trade, professional or business use if:*

- **your** trade, professional or business use is only clerical;
- **you** do not have staff employed to work from **your home**;
- **you** do not have any visitors to **your home** in connection with **your** trade, profession or business;
- **you** do not keep any business money or stock in **your home**.

We or **your Insurer** may re-assess **your** cover and premiums when we are told about changes in **your** circumstances. If **you** do not tell **us** about changes, the wrong terms may be quoted, a claim might be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

## Conditions and exclusions

### Policy conditions

These are the conditions of the insurance **you** will need to meet as **your** part of this contract.

#### Fraud

The contract between **you** and **your Insurer** is based on mutual trust. If dishonest means are used by **you** or any member of **your family** or anyone acting on **your** behalf to:

- obtain a claims payment under **your** policy;
- obtain cover for which **you** do not qualify;
- obtain cover at a reduced premium;

all benefits under **your** policy will be lost.

#### Transferring **your** interest in the policy

**You** cannot transfer **your** interest in this policy to anyone else without **our** written permission.

#### Cancelling the policy

**You** may cancel this policy by giving **us** 14 days notice in writing to the address shown on the front of **your** schedule.

If **you** cancel the policy, **you** may be entitled to a refund of the premium paid for the rest of the current **insurance period** provided that no claim has been made during the current **insurance period**.

**Your Insurer** may cancel this policy by giving **you** at least 14 days notice in writing at **your** last known address. If **your Insurer** does, the premium **you** have paid for the rest of the current **insurance period** will be refunded.

There are other conditions which relate to any claim **you** may make and these are shown on the page headed 'Claim conditions' (page 13). **You** should also refer to any conditions shown under individual sections of **your** policy.

## Conditions and exclusions

### Claim conditions

If anything happens which might lead to a claim, what **you** must do depends on what has happened. The sooner **you** tell **your Insurer** the better. Contact **them** using the information on the front of **your** schedule.

#### What to do

If someone is holding any of **your family** responsible for an injury or any damage, no one in **your family** must admit responsibility. Tell **your Insurer** as soon as **you** can and give **them** full details in writing as soon as possible. Any writ, summons or other legal document sent to **your family** must be sent to **your Insurer** straightaway without being answered.

If **you** are the victim of theft or vandalism, tell the police immediately and ask for an incident number. Then tell **your Insurer** as soon as **you** can.

For any other claims, tell **your Insurer** as soon as possible.

#### Rights and responsibilities

**Your Insurer** may need to get into a building that has been damaged to salvage anything **they** can and to make sure no more damage happens. **You** must help **them** to do so but **you** must not abandon **your** property to **them**.

**You** must not settle, reject or negotiate any claim without **your Insurer's** written permission.

**Your Insurer** has the right, if **they** choose, in **your** name but at their expense to:

- take over the defence or settlement of any claim;
- start legal action to get compensation from anyone else;
- start legal action to get back from anyone else any payments that have already been made.

**You** must give **your Insurer**, at **your** reasonable expense, all the information **they** ask for about any claim and **you** must help **them** to take legal action against anyone if **they** ask **you** to.

#### Other insurance

If **you** claim under this policy for something which is also covered by another insurance policy, **you** must provide **your Insurer** with full details of the other insurance policy. **They** will only pay their share of any claim.

#### Important note

When an incident occurs which may result in a claim, **you** must also read the information on 'How to make a claim' in the 'About **your** policy' section. **You** should also check any information on 'Making a claim' under the section of **your** policy which covers the loss or damage.

# Conditions and exclusions

## Policy exclusions

These exclusions apply to all the sections of **your** policy with the exception of pollution or contamination and rot which do not apply to the **Legal expenses** section. This insurance does not cover:

### Radioactive contamination

Any claim or expense of any kind caused directly or indirectly by:

- ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel;
- the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

### War risks

Any loss or damage caused by any sort of war, invasion or revolution.

### Sonic bangs

Any loss or damage by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.

### Pollution or contamination

Any claim or expense of any kind resulting directly or indirectly from pollution or contamination which:

- was the result of an intentional act; or
- was expected or should have been expected; or
- was not sudden; or
- was not during any **insurance period**.

### Rot

Any loss or damage caused by wet rot or dry rot whether or not this was caused directly or indirectly by any other cover included in this insurance.

### Date Change and Computer Viruses

- Direct or indirect loss or damage caused:
  - to equipment by its failing correctly to recognise data representing year 2000 or any other date in such a way that it does not work properly or at all;
  - by computer viruses.
- Legal expenses, legal benefits and/or liability arising directly or indirectly from:
  - equipment failing correctly to recognise data representing year 2000 or any other date in such a way that it does not work properly or at all;
  - computer viruses;

but any claim for legal expenses/benefits to pursue compensation for personal injury is not excluded.

Equipment includes computers and anything else insured by the policy which has a microchip in it.

Computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer.

Microchips include integrated circuits and microcontrollers.

Computer viruses include any program or software which prevents any operating system, computer program or software working properly or at all.

## Conditions and exclusions

### Policy exclusions

#### **Terrorism**

Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.

For the purpose of this exclusion, “terrorism” means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or governments(s), committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

This part of the policy sets out the cover **your Insurer** provides for the **buildings of your home** (refer to your schedule to check cover).

What is covered	What is not covered
Damage to <b>buildings</b> by the following:	
1. Fire, lightning, explosion, earthquake.	<b>The excess.</b>
2. Smoke.	<b>The excess.</b> Damage by air pollution from industrial businesses or anything which happens gradually.
3. Storm or flood.	<b>The excess.</b> Damage by frost. Damage to fences or gates.
4. Freezing of water in fixed water or fixed heating systems. Water or oil escaping from washing machines, dishwashers, fixed water or fixed heating systems.	<b>The excess.</b> The replacement cost of any part of any fixed water or fixed heating systems not damaged by freezing water. Damage while <b>your home is unoccupied.</b>
5. Riot, civil commotion.	<b>The excess.</b>
6. Vandalism.	<b>The excess.</b> Damage by any of <b>your family.</b> Damage while <b>your home is unoccupied.</b>
7. Theft or attempted theft.	<b>The excess.</b> Damage by any of <b>your family.</b> Damage while <b>your home is unoccupied.</b>

## Buildings

## Cover

## What is covered (continued)

Damage to **buildings** by the following:

8. Subsidence or heave of the land on which the **buildings** stand or of land belonging to the **buildings** or landslip.

## What is not covered (continued)

The subsidence, heave or landslip **excess**.

Damage to patios, paved terraces, footpaths, swimming pools, tennis courts, drives, walls, fences, hedges and gates unless **your home** is damaged by the same cause and at the same time.

Damage to solid floors unless the foundations of the outside walls of **your home** are damaged by the same cause and at the same time.

Damage resulting from solid floors moving unless the foundations of the outside walls of **your home** are damaged by the same cause and at the same time.

Damage caused by bedding down and settlement of any new structure.

Damage caused by the coast or a riverbank being worn away.

Damage by or from demolition, alteration or repair to the structure of **your home**.

Damage by or from poor workmanship, poor design or faulty materials.

- 
9. Falling trees or branches.

The **excess**.  
Damage to fences and gates.

- 
10. Falling aerials or satellite receiving equipment.

The **excess**.

- 
11. Vehicles, animals or aircraft or anything dropped from them hitting **your home**.

The **excess**.  
Damage by pets.

## Buildings

## Cover

As well as the cover your Insurer provides for the buildings, your Insurer also covers the following:

## What is covered (continued)

Damage to buildings by the following:

12. **Accidental damage** to drains, pipes, cables and underground tanks which are used to provide services to or from your home and for which your family is legally responsible.

The cost of breaking into and then repairing the pipe between the main sewer and your home following blockage.

This cover is in addition to covers 1-11 of this section.

13. **Accidental breakage** of glass and sanitary ware fixed to and forming part of your home.

14. Fees and related costs if the buildings are damaged by any of covers 1-13 of this section, we will pay:
- architects, surveyors and legal fees;
  - the cost of demolition, shoring up, propping up and taking away any damaged parts of your buildings;
  - the cost of meeting building regulations, Local Authority or statutory conditions provided that the damaged parts of your buildings are repaired or replaced.

15. Cover for the buyer. If you enter into a contract to sell your home, the buyer will be entitled to the benefit of the cover provided by this policy once the sale has been completed if, between the exchange of contracts and completion of the sale your home is damaged by any of covers 1-13 of this section.

## What is not covered (continued)

**The excess.**  
Anything under the 'What is not covered' paragraphs of covers 1-10 of this section.

**The excess.**  
Anything under the 'What is not covered' paragraphs of covers 1-11 of this section.

Any fees and costs you have to pay for preparing or furthering any claim. The cost of meeting building regulations, Local Authority or statutory conditions if you knew that you needed to meet them and if you were made aware of the need to do so before the damage happened. The cost of meeting building regulations, Local Authority or statutory conditions if they apply to any undamaged parts of the buildings.

This cover does not apply if insurance on the buildings of the home has been arranged by or for the buyer. Anything under the 'What is not covered' paragraphs of covers 1-13 of this section.

## Buildings

## Cover

As well as the cover your Insurer provides for the buildings, your Insurer also covers the following:

## What is covered (continued)

16. Up to two years ground rent which your family has to pay.

Rent you should have received but have lost.

The reasonable cost of similar short term accommodation for your family and also for pets normally living in your home.

All if your home can no longer be lived in as a result of damage by covers 1-13 of this section. The most your Insurer will pay for any one claim is 20% of the Buildings Sum Insured.

## What is not covered (continued)

Any costs payable by your family once your home can be lived in again. The cost of alternative accommodation for any person who is not a member of your family. Anything under the 'What is not covered' paragraphs of covers 1-13 of this section.

Covers 17 and 18 only apply if your schedule states 'Accidental damage included'.

17. Accidental damage to buildings.

The excess.

Damage while any part of your home is lent or let to anyone who is not a relative.

Damage caused by wear and tear, insects, vermin, fungus, weather or anything which happens gradually.

Damage caused by water entering your home other than by storm or flood.

Damage by or from movement, settlement or shrinkage of any part of the buildings.

Damage by movement, settlement or shrinkage of the land belonging to the buildings.

Anything under the 'What is not covered' paragraphs of covers 1-10 and 13 of this section.

18. The cost of legal fees which you have to pay to repossess your home following occupation by squatters.

The most your Insurer will pay for any one claim is £10,000.

Any legal fees incurred without our written consent.

## Buildings

### Making a claim

If **you** wish to claim under this section of **your** policy please follow the steps detailed in the section 'About **your** policy' under 'How to make a claim' (pages 4 and 5).

#### How **your** Insurer settle claims for buildings

**Your Insurer** pays for the cost of repairing or replacing the damaged parts of the **buildings** including fees and related costs.

If the **buildings** have not been kept in a good state of repair or if the sum insured at the time of the loss or damage is less than the cost of rebuilding all the **buildings** in the same way, size, style and appearance as when they were new, including fees and related costs and the cost of meeting Local Authority or other statutory requirements, **your Insurer** may deduct an amount for wear and tear.

If the repair or replacement cannot be economically carried out **your Insurer** will pay the decrease in market value of the **home** due to the damage but not for more than it would have cost to repair the damage to the **buildings** if the repair work had been done without delay.

**Your Insurer** will not pay any loss of value resulting from replacement or repair of damage to the **buildings**.

**Your Insurer** will not pay for the cost of replacing or changing undamaged parts of the **buildings** which belong to a set or suite or which have a common design or use when the damage is restricted to a specific part or clearly defined area.

**Your Insurer** will take off the **excess** from the amount **you** and **your Insurer** agree will settle **your** claim.

The most **your Insurer** will pay for any one claim is the **buildings** sum insured shown on **your** schedule subject to any special limits shown on **your** schedule.

#### Inflation protection

The sum insured and the limits shown on **your** schedule will be adjusted in line with a recognised index.

No extra charge will be made for any increase until the renewal of the policy, when the renewal premium will be based on the new sum insured and the limits shown on **your** schedule.

Index linking of the sum insured will continue during repair or replacement following loss or damage provided the sum insured at the time of the loss or damage represents the full rebuilding cost and **you** ensure that the work is carried out without undue delay.

For **your** protection, we will not reduce **your** sum insured or limits if the index moves down unless **you** ask **us** to.

## Buildings

### Legal responsibilities

As well as insuring the **buildings** your **Insurer** also provides cover for certain legal responsibilities you may have.

#### What is covered

19. The legal responsibility of any of **your family** as owner of the **buildings** and land belonging to **your home** to pay damages and costs to others which are the result of:
- accidental death, disease, illness or accidental physical injury to anyone;
  - **accidental damage** to physical property.

The most **your Insurer** will pay for any single event occurring during any **insurance period** is £1,000,000.

#### What is not covered

Injury, death, disease or illness to any of **your family**.  
 Anything belonging to, or anything the responsibility of, any of **your family**.  
 Any responsibility resulting from any of **your family** owning any buildings or land other than **your home** and land belonging to it.  
 Any responsibility resulting from any employment, trade, profession or business of any of **your family**.  
 Any responsibility as an employer to anyone employed by any of **your family** in any trade, profession or business.  
 Any responsibility resulting from any of **your family** owning or using lifts (other than stair lifts), motorised or mechanically propelled or assisted vehicles including children's vehicles whether licenced for public road use or not, (other than garden machinery and motorised or electric wheelchairs).  
 Injury, death, disease or illness caused by any dog owned by any of **your family** or for which they are legally responsible if the dog is described in Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991.  
 Any agreement or contract which adds any responsibility which would not have existed otherwise.  
 Damage, injury, death, illness or disease which occurs outside any **insurance period**.  
 Any defence costs and expenses incurred without the written consent of **your Insurer**.  
 Any responsibility covered by any other policy.

## Buildings

### Legal responsibilities

#### What is covered (continued)

20. Legal responsibilities which result from the ownership of any home previously occupied by **you** and **you** insured by **us** and which arise because of Section 3 of the Defective Premises Act 1972 or Section 5 of the (Northern Ireland) Order 1975.  
The most **your Insurer** will pay for any single event occurring during any **insurance period** is £1,000,000.

#### What is not covered (continued)

Any home previously owned and occupied by **you** in which **you** still hold legal title or have an interest in.  
Any incident which happens more than 7 years after the last day of the **last insurance period** in respect of any home previously insured by **us** and owned and occupied by **you**.  
Anything under the 'What is not covered' paragraphs of cover 19 of this section.

If **you** die covers 19 and 20 are transferred to **your** legal personal representative provided that the representative follows the terms and conditions of the policy as far as they possibly can.

# Contents

## Cover

This part of the policy explains the cover your **Insurer** provides for the **contents** in your home. (Refer to your schedule to check cover.)

What is covered	What is not covered
Loss or damage to <b>contents</b> in your home by the following:	
1. Fire, lightning, explosion, earthquake.	The excess.
2. Smoke.	The excess. Loss or damage by air pollution from industrial businesses or anything which happens gradually.
3. Storm or flood.	The excess.
4. Water escaping from washing machines, dishwashers, fixed water or fixed heating systems. Oil scaping from a fixed heating system.	The excess. Loss or damage while your home is <b>unoccupied</b> .
5. Riot, civil commotion.	The excess.
6. Vandalism.	The excess. Loss or damage by any of <b>your family</b> . Loss or damage while your home is <b>unoccupied</b> .
7. Theft or attempted theft using force and violence to get into or out of <b>your home</b> . The most <b>your Insurer</b> will pay for any one claim for <b>contents</b> stolen from a garage or outbuilding is £2,000.	The excess. Loss or damage by any of <b>your family</b> . Loss or damage while your home is <b>unoccupied</b> .
8. Theft or attempted theft not using force and violence to get into or out of <b>your home</b> . The most <b>your Insurer</b> will pay for any one claim for <b>contents</b> stolen from a garage or outbuilding is £2,000.	The excess. Loss or damage by any of <b>your family</b> . Loss or damage when your home or any part of it is lent or let to anyone who is not a member of <b>your family</b> . Loss or damage while your home is <b>unoccupied</b> . Loss by deception unless the only deception was someone tricking their way into your home. Loss of <b>money</b> .

# Contents

## Cover

### What is covered (continued)

Loss or damage to **contents** in **your home** by the following:

9. Subsidence or heave of the land on which **your home** stands or land belonging to **your home** or landslip.

10. Falling trees or branches.

11. Falling aerials or satellite receiving equipment.

12. Vehicles, animals or aircraft or anything dropped from them hitting **your home**.

13. **Accidental damage** to TV, satellite, video, audio and computer equipment in **your home**.  
This cover is in addition to covers 1-12 of this section.  
The most **your Insurer** will pay for any one claim under satellite equipment is £500.

### What is not covered (continued)

**The excess.**

Loss or damage resulting from solid floors moving unless the foundations of the outside walls of **your home** are damaged by the same cause and at the same time.  
Loss or damage caused by the settlement and bedding down of new structures.  
Loss or damage caused by the coast or a river bank being worn away.  
Loss or damage by or from any demolition, alteration or repair to the structure of **your home**.  
Loss or damage caused by poor workmanship, poor design or faulty materials.

**The excess.**

**The excess.**

**The excess.**

Loss or damage by pets.

**The excess.**

Damage caused by wear and tear, insects, vermin, fungus, weather, water entering **your home** other than by storm or flood.

Damage from cleaning, repairing or restoring, mechanical, electrical or electronic breakdown or anything which happens gradually.  
Damage to records, discs, diskettes or tapes.

Anything under the 'What is not covered' paragraphs of covers 1-11 of this section.

# Contents

## Cover

### What is covered (continued)

Loss or damage to **contents in your home** by the following:

14. **Accidental damage to business equipment in your home.**  
This cover is in addition to covers 1-12 of this section.

The most **your Insurer** will pay for any one claim under **business equipment** is £3,000.

15. **Accidental breakage to mirrors, plate glass tops to furniture, ceramic hobs and fixed glass in furniture in your home.**

As well as the cover **your Insurer** provides for the **contents in your home**, the following is also covered:

16. Loss or damage by any of covers 1-12 of this section to **contents in the open outside your home** on land belonging to **your home**.  
The most **your Insurer** will pay for any one claim is £500.

### What is not covered (continued)

#### The excess.

Damage caused by wear and tear, insects, vermin, fungus, weather, water entering **your home** other than by storm or flood.

Damage from cleaning, repairing or restoring, mechanical, electrical or electronic breakdown or anything which happens gradually.

Damage to records, discs, diskettes or tapes.

The cost of replacing computer records and business books except for their value as stationery.

Anything under the 'What is not covered' paragraphs of covers 1 - 11 of this section.

#### The excess.

Anything under the 'What is not covered' paragraphs of covers 1-11 of this section.

#### The excess.

Anything under the 'What is not covered' paragraphs of covers 1-12 of this section.

# Contents

## Cover

As well as the cover your **Insurer** provides for the **contents** in your home, the following is also covered:

### What is covered (continued)

17. Loss or damage by any of covers 1-12 of this section to **contents** temporarily away from your **home** while:

- a) in a bank, safe deposit or occupied private house or in any other building in the British Isles where any of your **family** are living or are employed or are carrying on any business;
- b) elsewhere in the British Isles.

### What is not covered (continued)

#### The excess.

Loss or damage when your **contents** are moved out of your **home** for more than 90 consecutive days. Anything under the 'What is not covered' paragraphs of covers 1-12 of this section.

#### The excess.

Loss or damage when your **contents** are moved out of your **home** for more than 90 consecutive days. Loss or damage by theft or attempted theft unless force and violence is used to get into or out of a building. Loss or damage in a furniture depository. Loss or damage by storm or flood to property not in a building. Anything under the 'What is not covered' paragraphs of covers 1-12 of this section.

18. **Accidental damage** or accidental loss to **contents** when you move **home** while a professional removal firm is moving your **contents** by road from your **home** to another permanent **home** in the British Isles.

#### The excess.

Damage to china, glass, pottery or other items of a similar nature, unless they have been packed by professional packers. Loss or damage in storage or in transit to or from storage.

19. The reasonable cost of similar short term accommodation for your **family** and also any pets living in your **home** if your **home** cannot be lived in because of loss or damage by any of covers 1-12 of this section. The most your **Insurer** will pay for any one claim is 20% of the Contents Sum Insured as shown on your **schedule**.

Any costs payable by your **family** once your **home** can be lived in again.

The cost of alternative accommodation for any person who is not a member of your **family**. Anything under the 'What is not covered' paragraphs of covers 1-12 of this section.

# Contents

## Cover

As well as the cover your Insurer provides for the contents in your home, the following is also covered:

### What is covered (continued)

20. Accidental damage to the locks of, or loss of the keys to:
- the outside doors of **your home**;
  - or to safes and alarms in **your home**.

Your Insurer will pay the cost of:

- buying new keys;
- changing parts of the locks;
- replacing the locks.

The most your Insurer will pay for any one claim is £500.

### What is not covered (continued)

**The excess.**

Loss or damage while your home is **unoccupied**.

Damage to locks caused by wear and tear, weather, mechanical, electrical or electronic breakdown, cleaning, repairing or restoring or anything which happens gradually.

Replacing locks when only the parts need changing.

21. Accidental loss of metered water, oil or liquid petroleum gas at **your home**.

**The excess.**

Anything under the 'What is not covered' paragraphs of covers 1-12 of this section.

22. The cost of replacing the food in a freezer in **your home** and of hiring another freezer for a short while following:
- a rise or fall in temperature in the freezer;
  - refrigerant or refrigerant fumes escaping from the freezer.

**The excess.**

Loss or damage caused by an electricity or gas company deliberately cutting off or reducing the supply to **your home**.

23. The replacement cost of deeds, non negotiable **securities**, bonds and similar private documents if lost or damaged by covers 1-12 while:
- in **your home**;
  - lodged with your mortgage lender, bank or solicitor.

**The excess.**

Negotiable **securities** or negotiable bonds.

Anything under the 'What is not covered' paragraphs of covers 1-12 of this section.

The most your Insurer will pay for any one claim is £1,000.

# Contents

## Cover

As well as the cover your **Insurer** provides for the **contents** in your home, the following is also covered:

### What is covered (continued)

24. Loss or damage to wedding gifts in **your home** by covers 1-12 for the period one month before and one month after the wedding day of any member of **your family**.  
The most **your Insurer** will pay for any one claim is £1,000 in addition to **your contents** sum insured shown on **your schedule**.

25. Loss or damage to Christmas gifts in **your home** by covers 1-12 during the month of December.  
The most **your Insurer** will pay for any one claim is £1,000 in addition to **your contents** sum insured shown on **your schedule**.

26. Loss or damage to **High Risk items**. The most **your Insurer** will pay for any one item is £1,500. £10,000 in total.

### What is not covered (continued)

**The excess.**  
Anything under the 'What is not covered' paragraphs of covers 1-12 of this section.

**The excess.**  
Anything under the 'What is not covered' paragraphs of covers 1-12 of this section.

**The excess.**  
Anything under the 'What is not covered' paragraphs of covers 1-12 of this section.

Cover 27 only applies if your schedule states '**Accidental damage included**'.

27. **Accidental damage to contents in your home.**

**The excess.**  
Clothing.  
Contact lenses.  
Damage while **your home** or any part of it is lent or let to anyone who is not a relative.  
Damage caused by wear and tear, insects, vermin, fungus, weather or anything which happens gradually.  
Damage caused by water entering **your home** other than by storm or flood.  
Damage from cleaning, dyeing, repairing or restoring, mechanical, electrical or electronic breakdown.  
Anything under the 'What is not covered' paragraphs of covers 1-11, 15,16 and 21-25 of this section.

## Contents

### Making a claim

If you wish to claim under this section of **your** policy please follow the steps detailed in the section 'About **your** policy', under 'How to make a claim' (pages 4 and 5).

#### How we settle claims for contents

If an item has been damaged and it can be repaired economically, **your Insurer** will pay the cost of repair. Otherwise, where the damaged or lost item can be replaced with an item of similar quality, **your Insurer** will arrange or authorise replacement with a new item.

Where **your Insurer** agrees that you do not need to have an item replaced with an item of similar quality, **your Insurer** will not pay more than the amount **your Insurer** would have had to pay if **your Insurer** had replaced the item.

**Your Insurer** will not pay the cost of replacing or changing undamaged items or parts of items which belong to a set, suite or which have a common design or use, when the loss or damage relates to a specific part or clearly defined area.

**Your Insurer** will not pay for any loss of value to any item which **your Insurer** has repaired or replaced.

If loss or damage happens and the sum insured on **your** schedule is less than the cost of replacing all **your contents** as new, **your Insurer** will where appropriate, deduct an amount for wear and tear from the cost of the new item unless the item can be economically repaired when only the cost of the repair will be paid.

**Your Insurer** will take off the **excess** from the amount you and **your Insurer** agree will settle **your** claim.

The most **your Insurer** will pay for any one claim is the sum insured shown on **your** schedule subject to any special limits shown on **your** schedule.

#### Inflation protection

The sum insured, the total **high risk item** limit and the **high risk** single item limit shown on **your** schedule will be adjusted in line with a recognised index.

No extra charge will be made for any increase until the renewal of the policy, when the renewal premium will be based on the new sum insured and the limits shown on **your** schedule.

For **your** protection, we will not reduce **your** sum insured or limits if the index moves down unless you ask us to.

## Contents

### Legal responsibilities

As well as insuring the **contents of your home, your Insurer** also provides cover for certain legal responsibilities you may have.

What is covered	What is not covered
<p>28. The legal responsibility of any of <b>your family</b>:</p> <ul style="list-style-type: none"> <li>- as occupier of <b>your home</b> and its land;</li> <li>- as individuals;</li> <li>- as an employer to any of <b>your family's</b> domestic employees;</li> </ul> <p>to pay damages and costs to others which are the result of:</p> <ul style="list-style-type: none"> <li>- accidental death, disease, illness or accidental physical injury to anyone;</li> <li>- <b>accidental damage</b> to physical property.</li> </ul> <p>The most <b>your Insurer</b> will pay for any single event occurring during any <b>insurance period</b> is £1,000,000. This figure is increased to £10,000,000 in respect of any claim against <b>you</b> as an employer to any domestic employees of <b>your family</b>.</p>	<p>Injury, death, disease or illness to any of <b>your family</b>.</p> <p>Anything belonging to, or anything the responsibility of any of <b>your family</b>.</p> <p>Anything caused directly or indirectly by any of <b>your family</b> passing on or being treated for any disease or virus.</p> <p>Any responsibility resulting from any of <b>your family</b> owning land or buildings.</p> <p>Any responsibility resulting from any employment, trade, profession or business of any of <b>your family</b>.</p> <p>Any responsibility as an employer to anyone employed by any of <b>your family</b> in any trade, profession or business. This does not include people <b>you</b> employ in a domestic role.</p> <p>Any responsibility resulting from any of <b>your family</b> owning or using:</p> <ul style="list-style-type: none"> <li>- any motorised or mechanically propelled or assisted vehicles including children's vehicles whether licenced for public road use or not, (other than garden machinery, and motorised or electric wheelchairs) go-karts;</li> <li>- boats (other than rowing boats), sailboards, surfboards, jet skis and other similar items which are water-borne;</li> <li>- aircraft, gliders and hang gliders;</li> <li>- caravans;</li> <li>- trailers;</li> <li>- lifts (other than stair lifts).</li> </ul> <p>Injury, death, disease or illness caused by any dog owned by any of <b>your family</b> or for which they are legally responsible if the dog is described in Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991. Any agreement or contract which adds any responsibility which would not have existed otherwise.</p>

If **you** die, this cover is transferred to **your** legal personal representative provided that the representative follows the terms and conditions of the policy as far as they possibly can.

## Contents continued

### Legal responsibilities

As well as insuring the **contents** of your home, your **Insurer** also provides cover for certain legal responsibilities you may have.

#### What is covered (continued)

29. Damages and costs which **your family** cannot recover. If you have claimed against another party and have been awarded damages and taxed costs in any court in the United Kingdom, Isle of Man or Channel Islands for something which would be covered under cover 27 as a result of anything **your family** does in their personal lives, and payment has not been received three months after the date of the award, **your Insurer** will pay the outstanding amount up to £1,000,000:

- accidental death, disease, illness or accidental physical injury to any of **your family**;
- accidental damage to physical property belonging to any of **your family**.

If **you** die this cover is transferred to **your** legal personal representative provided that the representative follows the terms and conditions of the policy as far as they possibly can.

30. **Your** legal responsibilities under the terms of **your** tenancy agreement, as a tenant of **your home** not the owner or the landlord, for damage to the **buildings** by covers 2-7 and 9-13 of the **buildings** section of this policy.

The most **your Insurer** will pay for any single event occurring during any **insurance period** is £1,000,000.

If **you** die this cover is transferred to **your** legal personal representative provided that the representative follows the terms and conditions of the policy as far as they possibly can.

#### What is not covered (continued)

Damage, injury, death, illness or disease which occurs outside any **insurance period**.

Any defence costs and expenses incurred without the written consent of **your Insurer**.

Any responsibility covered by any other policy.

Anything under the 'What is not covered' paragraphs of cover 27 of this section.

Any payment where an appeal against a judgment is pending in whole or in part.

Anything under the 'What is not covered' paragraphs of covers 1-12 of the **buildings** section of this policy.

## Personal belongings

### Cover

This part of the policy sets out the cover **your Insurer** provides for **your personal belongings** whether they are in or away from **your home** (refer to **your schedule** to check cover).

#### What is covered

Loss of or damage to **personal belongings** in the British Isles and temporarily elsewhere while in the possession of any of **your family**.

#### What is not covered

The excess.

Loss or damage by wear and tear, insects, vermin, fungus, weather, damage from cleaning, dyeing, altering, repairing or restoring, mechanical, electrical or electronic breakdown, detention or confiscation by customs or other official bodies or anything which happens gradually.

Loss by deception unless the only deception was someone tricking their way into **your home**.

Loss or damage from **your home** while **your home** is **unoccupied**.

Loss or damage when **your personal belongings** are outside the British Isles for a total of more than 60 days in any **insurance period**.

Theft from unattended motor vehicles unless at the time of the loss or damage:

- someone aged 16 or over was in the motor vehicle; or
- the motor vehicle was securely locked; and
- force and violence were used to get into the motor vehicle; and
- the items stolen were hidden from view in a locked luggage boot, luggage or glove compartment.

The most **your Insurer** will pay if someone steals or tries to steal **your family's personal belongings** from a motor vehicle is £ 1,000.

Loss or damage while any **pedal cycle** is being used for racing.

Loss or damage to any **pedal cycle** left in a public place unless the **pedal cycle** is in a locked building or is locked to an object which cannot be moved.

The most **your Insurer** will pay for any one claim is £350 per **pedal cycle**, subject to any limits shown on **your schedule**.

## Personal belongings

### Making a claim

If you wish to claim under this section of **your** policy please follow the steps detailed in the section 'About **your** policy' under 'How to make a claim' (pages 4 and 5).

#### How **your** Insurer settle claims for personal belongings

If any item has been damaged and it can be repaired economically **your** Insurer will pay the cost of repair. Otherwise **your** Insurer will replace it with a new item or **your** Insurer will pay the replacement cost of a new item. Where **your** Insurer agree that you do not need to have an item replaced with an item of similar quality **your** Insurer will not pay more than the amount **your** Insurer would have had to pay if **your** Insurer had replaced the item.

**Your** Insurer will not pay for any loss of value to any item which **your** Insurer has repaired or replaced.

**Your** Insurer will take off the excess if applicable, from the amount you and **your** Insurer agree will settle **your** claim.

The most **your** Insurer will pay for any one claim, but not involving a pedal cycle, is £2,500 subject to any special limits shown on **your** schedule. The most **your** Insurer will pay for any one claim is £350 per pedal cycle subject to any limits shown on **your** schedule.

#### Inflation protection

The sums insured and the limits shown on **your** schedule will be adjusted in line with a recognised index.

No extra charge will be made for any increase until the renewal of the policy, when the renewal premium will be based on the new sums insured and the limits shown on **your** schedule.

For **your** protection, we will not reduce **your** sums insured or limits if the index moves down unless you ask us to.

## Personal Belongings

### Money and Credit Cards

This section covers **money** and **credit cards** belonging to **your family** while in or away from **your home** (refer to your schedule to check cover).

#### What is covered

Loss of **money** in the British Isles.  
Loss of **money** outside the British Isles while in the possession of any of **your family**.

Loss anywhere caused by **credit cards** being used without the permission of any of the authorised cardholders.

#### What is not covered

**The excess.**

Loss or damage while **your home** is **unoccupied**.

Confiscation, loss of value or loss due to incorrect receipts, payments or accountancy.

Loss by deception unless the only deception was someone tricking their way into **your home**.

Theft from unattended motor vehicles unless at the time of the loss or damage:

- someone aged 16 or over was in the motor vehicle; or
- the motor vehicle was securely locked; and
- force and violence were used to get into the motor vehicle; and
- the items stolen were hidden from view in a locked luggage boot, luggage or glove compartment.

Loss of **money** not reported to the police within 24 hours of discovery.

Loss of **money** outside the British Isles for a total of more than 60 days in any **insurance period**.

**Money** or **credit cards** used or held for trade, professional or business purposes.

Loss of **credit cards** unless you tell the credit card company immediately you find a **credit card** is missing.

Illegal use of **credit cards** by any of **your family**.

Loss which results from any authorised **credit card** holder not following the credit card company's terms and conditions.

## Money and credit cards

### Making a claim

If **you** wish to claim under this section of **your** policy please follow the steps detailed in the section 'About **your** policy' under 'How to make a claim' (pages 4 and 5).

#### How **Your Insurer** settles claims for **money** and **credit cards**

**Your Insurer** will take off the **excess** from the amount **you** and **your Insurer** agree will settle **your** claim.

The most **your Insurer** will pay for any one claim is the sum insured shown on **your** schedule.

Family	-	limit	£300
Cardholders	-	limit	£500.

#### Inflation protection

The sums insured and the limits shown on **your** schedule will be adjusted in line with a recognised index.

No extra charge will be made for any increase until the renewal of the policy, when the renewal premium will be based on the new sums insured and the limits shown on **your** schedule.

For **your** protection, we will not reduce **your** sums insured or limits if the index moves down unless **you** ask **us** to.

## Personal Belongings

### Pedal Cycles

This section covers **pedal cycles** belonging to **your family** while in or away from **your home** (refer to **your schedule** to check cover).

#### What is covered

Loss of or damage to **pedal cycles** in the British Isles and temporarily elsewhere while in the possession of any of **your family**.

#### What is not covered

The **excess**.

Loss or damage while any **pedal cycle** is being used for racing.

Loss or damage by wear and tear, weather, cleaning, repairing, restoring, mechanical or electrical breakdown or anything which happens gradually.

Loss or damage to any **pedal cycle** left in a public place unless the **pedal cycle** is in a locked building or is locked to an object which cannot be moved.

Loss by deception unless the only deception was someone tricking their way into **your home**.

Loss or damage while **your home** is **unoccupied**.

Loss or damage when **your pedal cycles** are outside the British Isles for a total of more than 60 days in any **insurance period**.

## Pedal cycles

### Making a claim

If you wish to claim under this section of **your** policy please follow the steps detailed in the section 'About **your** policy' under 'How to make a claim' (pages 4 and 5).

#### How **Your Insurer** settles claims for **pedal cycles**

If a **pedal cycle** has been damaged and it can be repaired economically **your Insurer** will pay the cost of repair. Otherwise **your Insurer** will replace it with a new **pedal cycle** or **your Insurer** will pay the replacement cost of a new **pedal cycle**.

Where **your Insurer** agrees that you do not need to have an item replaced with an item of similar quality **your Insurer** will not pay more than the amount **your Insurer** would have had to pay if **your Insurer** had replaced the item.

**Your Insurer** will not pay for any loss of value to any item which **your Insurer** has repaired or replaced.

The most **your Insurer** will pay for any one claim is £350 per cycle subject to any limits shown on **your** schedule.

**Your Insurer** will take off the excess from the amount you and **your Insurer** agree will settle **your** claim.

#### Inflation protection

The sums insured and the limits shown on **your** schedule will be adjusted in line with a recognised index.

No extra charge will be made for any increase until the renewal of the policy, when the renewal premium will be based on the new sums insured and the limits shown on **your** schedule.

For your protection, we will not reduce **your** sum insured or limits if the index moves down unless you ask us to.

## Legal expenses

### Words with special meanings

In addition to your Buildings Insurance, you also have complimentary Legal Expenses cover.

This part of the policy sets out the words which have a special meaning, each word is listed with the meaning explained below it and sets out special conditions. Both are specific to this section.

#### **Any one claim**

All **legal proceedings**, including appeals, arising from or relating to the same original cause or event.

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#### **Court**

A court, tribunal or other appropriate authority.

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#### **Goods**

Items **you** own or for which **you** are legally responsible, except motorised vehicles or parts of them, land, buildings or items used for business purposes.

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#### **Household**

**Your** husband, wife or partner, children and relatives, who normally live with **you**.

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#### **Insurer**

Royal & Sun Alliance Insurance plc No. 93792  
Registered in England and Wales. Registered office at St Mark's Court, Chart Way,  
Horsham, West Sussex RH12 1XL.

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#### **Legal expenses**

**Your representative's** fees, costs and disbursements which **your Insurer** has agreed or the costs of any other people involved in the **legal proceedings** if **you** have to pay those costs. This includes costs following an out-of-court settlement to which **your Insurer** has agreed. This does not include any damages, fines or penalties **you** have to pay.

## Legal expenses

### Words with special meanings

#### Legal proceedings

A legal action in a **civil court** to protect **your** rights in a dispute.

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#### Representative

The solicitor or other suitably-qualified person appointed to act for **you**.

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#### Territorial limits

Great Britain and Northern Ireland, all other countries in the European Union, the Isle of Man, the Channel Islands, Andorra, the Czech Republic, Gibraltar, Hungary, Iceland, Liechtenstein, Monaco, Norway, San Marino, Slovakia, Switzerland, Vatican City and countries bordering and islands in the Mediterranean.

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#### We, us, our

FirstAssist Insurance Services Limited, which handles claims on behalf of the **Insurer**.

#### You can contact us at:

FirstAssist Insurance Services Limited  
Marshall's Court  
Marshall's Road  
Sutton  
Surrey SM1 4DU

Phone: 020 8652 1313\*

Fax: 020 8661 7604

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#### You, your

The person(s) named as policyholder on **your** schedule and the members of **your Household** as explained elsewhere in this section.

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\*For your protection, calls may be recorded and may be monitored.

## Legal expenses

### Legal terms & legal expenses policy conditions

#### Legal terms

We know that legal terms can be difficult to understand. A glossary of some legal terms used in this section is set out below.

##### Arbitration

A meeting held in private to settle a dispute about the policy. This is less formal than a **court** hearing.

##### Disbursements

**Money** that **your** solicitor has spent on **your** behalf in dealing with **your** case. These amounts are different from **your** solicitor's own fees and will be shown as a separate item on **your** solicitor's bill.

##### Expert witness

A person who has a special skill or technical or professional knowledge (for example, a doctor or a surveyor) and whose opinion can be given as evidence in **court**.

#### Legal expenses policy conditions

The Policy conditions **you** will need to meet as **your** part of the contract are set out in the pages titled 'Conditions and exclusions' at the front of **your** policy. In addition, for the **legal expenses** section **you** must also meet the following Section conditions:

##### Your duty to prevent legal proceedings

**You** must take all reasonable measures to prevent or avoid being involved in **legal proceedings** and to keep the costs as low as possible.

##### Arbitration

If there is a dispute between **you** and the **Insurer** about this section of the policy, it can be taken to an independent arbitrator.

The arbitrator will be a solicitor or barrister whom **you** and **your Insurer** agree to. If **your Insurer** cannot agree with **you** on an arbitrator, the President of the Law Society (or similar organisation within the appropriate **territorial limits**) will choose an arbitrator.

The side that loses the arbitration will pay all the costs of the arbitration. If the decision is not totally in the favour of one side, the arbitrator will decide who pays the costs. If **you** lose the policy will not cover these costs.

**You** can still use the 'Complaints procedure' shown on the back of **your** schedule.

## Legal expenses

This part of the policy explains the cover **your Insurer** provides for **legal expenses** up to £50,000. The cause of action must happen within the **territorial limits** and during the **insurance period**. The **legal proceedings** must be taken or defended in the **territorial limits**. You must have told **your Insurer** about the claim within six months of the cause of action arising. We must have given **our** agreement to support **your** claim.

### A. Personal injury/personal goods

#### What is covered under part A

The cost of **your** taking **legal proceedings** against another party as a result of:

- i) an event which causes **your** death, or bodily injury to **you**;
- ii) an event which causes loss of or damage to **your goods**.

#### What is not covered under part A

Anything which is excluded on page 44 of the **Legal expenses** section or on page 14 of the general section of the policy.

Defending civil **legal proceedings** that are connected with:

- death, disease or illness of or bodily injury to anyone;
- loss or destruction of or damage to any property. (This includes property which cannot be used because of the loss, destruction or damage).

Any claim to do with a motor vehicle, its parts or accessories, except a claim against another party for **your** death or bodily injury which happened while **you** were a passenger in a motor vehicle.

Any claim where the amount in dispute is less than £250.

Any event causing loss of or damage to **your goods** and which is to do with building, converting, extending, altering, renovating or demolishing **your home**. This does not apply to common home-improvements such as installing double-glazing, replacement kitchens or bathrooms.

Any event which is to do with letting, sub-letting or allowing another person to occupy **your home**.

## Legal expenses

### B. Consumer Protection

#### What is covered under part B

The cost of **your** taking legal proceedings against another party as a result of:

- i) a dispute over a contract for buying, selling or renting goods or services;
- ii) an infringement of **your** legal rights under Sections 22 or 23 of the Data Protection Act 1984 and which results in **your** losing money.

The cost of **your** defence of a legal action brought against **you** as a result of a dispute over a contract for buying, selling or renting goods or services.

#### What is not covered under part B

Anything which is excluded on page 44 of the **Legal expenses** section or on page 14 of the general section of the policy.

Any claim where the amount in dispute is less than £250.

Any dispute over a contract which occurs less than 90 days after the insurance first started, unless the dispute is to do with a contract which started after **you** took out the insurance.

Any matter connected with a money-making activity.

Anything to do with building, converting, extending, altering, renovating or demolishing **your home**. This does not apply to common **home-improvements** such as installing double-glazing, replacement kitchens or bathrooms.

Any dispute connected with letting, sub-letting or allowing another person to occupy **your home**.

Anything to do with a motor vehicle, its parts or accessories.

## Legal expenses

### C. Residential

#### What is covered under part C

The cost of **your** taking legal proceedings against another party as a result of:

- i) an infringement of **your** legal rights relating to **your home**. **You** must be legally entitled to live in the **home**;
- ii) a dispute over a contract in **your** name to buy or sell **your home** or former **home** or to rent **your home** as a tenant;
- iii) an event which causes loss of or damage to **your home**.

The cost of **your** defence of a legal action brought against **you** as a result of:

- i) **your** alleged infringement of another person's legal rights which arises out of **your** ownership or occupation of **your home**. **You** must be legally entitled to live in the **home**;
- ii) a dispute over a contract in **your** name to buy or sell **your home** or former **home** or to rent **your home** as a tenant.

#### What is not covered under part C

Anything which is excluded on page 44 of the **Legal expenses** section or on page 14 of the general section of the policy.

An infringement which occurs less than 90 days after the insurance first started.

Any **legal proceedings** over loss or damage covered under a more specific insurance policy.

Anything to do with building, converting, extending, altering, renovating or demolishing **your home**. This does not apply to common **home-improvements** such as installing double-glazing, replacement kitchens or bathrooms.

Any dispute about letting, sub-letting or allowing another person to occupy **your home**.

**Legal proceedings** between **you** and a government department or a local authority, unless **you** could lose money if **your** case is not successful.

Any matter connected with a money-making activity.

## Legal expenses

### Exclusions

#### Exclusions applying to the **Legal expenses** section.

The exclusions below apply to all the covers which **your Insurer** provides under this **Legal expenses** section. **You** should also refer to the specific exclusions shown under each part of the **Legal expenses** section on pages 41-43 and to the general policy exclusions shown on page 14 of this policy.

#### What is not covered.

1. Any claim where there is not a reasonable chance of **your** winning the case and achieving a reasonable outcome.
2. Any event, dispute or cause of action that first happened or started before **you** took out this insurance.
3. An event which **you** report to **us** more than 6 months after it happened.
4. Any **legal expenses** incurred before **your Insurer** has agreed in writing to support **your** claim.
5. **Legal proceedings** where a reasonable estimate of **your total legal expenses** is greater than the amount in dispute.
6. Any **legal expenses** **you** could claim under any other insurance.
7. Any **legal proceedings** over loss or damage covered under a more specific insurance policy.
8. A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.
9. Defending civil **legal proceedings** that are connected with:
  - death, disease or illness of or bodily injury to anyone;
  - **your** duties as a member of a profession or **your** duties as a director or officer of any company;
  - the loss or destruction of or damage to any property. (This includes property which cannot be used because of the loss, destruction or damage).
10. Any **legal proceedings** between any members of **your family**. This does not apply to accidents involving motor vehicles.
11. Any **legal proceedings** between **you** and **your** husband, wife or partner, or former husband, wife or partner. This includes **legal proceedings** relating to custody, access or maintenance.
12. Defending any criminal proceedings or **legal proceedings** arising from anything **you** did deliberately or recklessly.
13. Any dispute with **us** or **your Insurer** that is not dealt with under the arbitration condition on page 40.
14. Any legal expenses relating to employment or taxation.

## Legal expenses

### Making a claim and claims conditions

#### How to make a claim.

If you wish to claim under this section of your policy please follow these steps:

- 1 Remember to check your schedule to ensure you are covered under this section and note any limits which apply.
- 2 Read 'What is covered and what is not covered' and the exclusions for this section to check that you have a valid claim.
- 3 Remember to read the 'Policy exclusions' and 'Claims conditions' at the front of your policy (see Index).
- 4 Read the 'Claim conditions' for this section (see below).
- 5 If you are satisfied you have a claim under this section please contact us at the address shown below as soon as possible.

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#### Claim conditions.

You will need to meet the Policy conditions, set out in the pages titled 'Conditions and exclusions' at the front of your policy as these conditions apply to any claim you may make. In addition, for this section you must also meet the following Claim conditions:

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#### If you think you might have a claim.

If anything happens which might lead to a legal expenses claim, you must tell your Insurer immediately in writing by filling in a claim form and returning it to FirstAssist Insurance Services, as soon as possible. This can be obtained from:

The Claims Department,  
FirstAssist Insurance Services Limited,  
Marshall's Court,  
Marshall's Road,  
Sutton, Surrey,  
SM1 4DU

Telephone: 020 8652 1313\*  
Fax: 020 8661 7604

You must tell your Insurer fully and truthfully in writing all the details about your claim and give your Insurer all the information that your Insurer may require.

Until you have told your Insurer about the claim and they have given their written agreement they will not be responsible for any legal expenses.

Your Insurer will not cover legal expenses involved in your representative handling the dispute before the date when they gave their written agreement.

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#### Notification.

You must have notified your Insurer of the claim within 6 months of the cause of action arising.

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\*For your protection, calls may be recorded and may be monitored.

## Legal expenses

### Claims conditions

#### Choosing someone to act for you

In the period before your **Insurer** can agree that **legal proceedings** are necessary, or in the circumstances set out under 'What we may do' on page 47, your **Insurer** may take on and conduct in your name any negotiations on your behalf. You must agree to a settlement which is reasonable.

If your **Insurer** agrees that **legal proceedings** are necessary, but they are not able or you do not wish them to act for you, they will agree with you on a **representative** to act for you. Your **Insurer** will suggest a shortlist of **representatives** who will be willing and able to act for you and you can choose a **representative** from this shortlist. If you prefer not to use a **representative** from this shortlist, they will consider your choice. You will need to satisfy them that your chosen **representative** has the necessary expertise to deal with your **legal proceedings** and will not charge more for the **legal proceedings** than a **representative** on the shortlist, unless you are willing to pay the difference between your chosen **representative's** fees and those of a **representative** on the shortlist. In some circumstances, your **Insurer** may not accept the **representative** you have suggested, but they will explain why.

If you and your **Insurer** cannot agree on your **representative**, you can take the matter to an independent arbitrator. This process is set out on page 40. Any **representative** chosen is appointed to act for you.

If your **Insurer** and you cannot agree whether **legal proceedings** are necessary, you can take the matter to an independent arbitrator. This process is set out on page 40.

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#### Giving our agreement

Your **Insurer** will give you their agreement if all of the following apply:

- you have a reasonable chance of winning your case and achieving a reasonable outcome;
- the **legal proceedings** arise from a cause of action which is covered by this insurance. This cause of action must happen within the **territorial limits** and during the **insurance period**;
- the **legal proceedings** will be dealt with by a court within the **territorial limits**;
- you have kept to the terms and conditions of the policy and none of the exclusions listed on pages 14 and 41 to 44 apply to your claim.

If your **Insurer** does not accept your claim, they will tell you why.

If, during the claim, there is no longer a reasonable chance of your winning the case and achieving a reasonable outcome, your **Insurer** may not continue to support your **legal proceedings**. If they carry on with your claim, they will tell you why.

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#### What you must do

You must give your **representative** all the information and help he or she may need, including a full and truthful account of the facts of your case and any paperwork to do with your case.

You must tell your **Insurer** if an offer is made to settle the dispute. You must not negotiate or agree to settle the dispute without having our agreement beforehand. If you do not accept a reasonable offer to settle the dispute, they may not continue to support your claim.

You must send your **Insurer** all bills for **legal expenses** from your **representative** as soon as you receive them. You must confirm to them that any charges you have to pay for the **representative** handling this dispute are acceptable and that we may pay the bill for you.

## Legal expenses

### Claim conditions

#### What you must do *continued*

**You and your representative** must take every step to recover **legal expenses**. **You** must pay any recovered **legal expenses** to **your representative** who must then refund any **legal expenses** which **your Insurer** has paid or is due to pay.

If **your Insurer** pays **legal expenses** up to the policy limit and **you** pay more **legal expenses** to end **your case**, **your Insurer** and **you** will share any **legal expenses** that are recovered. **Your Insurer** and **you** will each receive the same percentage as was paid.

**Your Insurer** must be able to contact **your representative**. **You** and **your representative** must co-operate and tell **them** about developments to do with **your case**. If **they** ask for this **they** must be able to have access to **your representative's** files, including the truthful account of the facts of **your case** and any paperwork **you** have supplied to **your representative**.

If **your representative** wants to consult a barrister or expert witness, **your Insurer** will agree if **they** think it is reasonable. **You** must give **them** the name of the barrister or expert witness, and the reasons why **you** need one.

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#### Appealing against a **court's** decision

If **you** want to appeal against a **court's** decision, **your Insurer** will give **you their** agreement if all of the following apply:

- **you** must tell **them** that **you** wish to appeal immediately the right of appeal arises, as strict time limits may apply;
- the appeal arises from **legal proceedings** to which **they** have already agreed under the terms of 'Giving **our** agreement' on page 46;
- **your** appeal complies with the requirements of 'Giving **our** agreement' on page 46, in the same way as the initial claim for **legal expenses**;
- **you** have a reasonable chance of winning the appeal and achieving a reasonable outcome;
- **you** have given **your Insurer** **your** reasons for bringing the appeal.

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#### What we may do

We may take over in **your** name all legal action in any of the following circumstances:

- if the dispute is for an amount which is under £1,000 or if the dispute could be dealt with by the Small Claims Court;
- if **you** take legal action against someone or defend a case without **your Insurer's** agreement, or in a different way from that advised by **your representative**;
- if **you** do not give proper instructions to **your representative** or barrister in time;
- if **you** cause a delay and **your representative** thinks it will harm **your case**.

In these circumstances, **your Insurer** may carry out **our** own investigation and try to settle **your dispute**. **You** must agree to a settlement which is reasonable.

If **they** ask, **you** must tell **your representative** to get the court to tax **your legal expenses**, or get the Law Society to certify them according to the Solicitors Act 1974 or the Solicitors Remuneration Order 1972.

If **you** withdraw from the defence of a **full enquiry** by the Inland Revenue without **our** consent, **they** will be entitled to recover from **you** any sums paid during the course of the defence of the in-depth investigation by **your Insurer**.

